MEMORANDUM OF UNDERSTANDING BETWEEN

THE XYZ

AND

FERMI RESEARCH ALLIANCE, LLC
BATAVIA, ILLINOIS, USA

MEMORANDUM OF UNDERSTANDING

BETWEEN

XYZ

AND

FERMI RESEARCH ALLIANCE, LLC BATAVIA, ILLINOIS, USA

- 1. Fermi Research Alliance, LLC and ...XYZ... recognize their mutual interest in and intention to promote cooperation in scientific and technological exchanges and may wish to undertake any or all of the following activities:
 - A. Assignment of scientists or engineers for short-term and long-term research
 - B. Joint collaboration for research and development in areas of mutual interest
 - C. Such other forms of cooperation as may be mutually decided upon
 - 2. The cooperative activities will be subject to the availability of funds and manpower for both sides. The specific tasks, obligations, and conditions with respect to the above-mentioned activities, including responsibility for the payment of costs, shall be mutually decided on a case-by-case basis and shall be confirmed in writing and signed by a designated member of each organization.

3. To coordinate the activities under this exchange, each side shall designate a contact

person to whom correspondence will be addressed. The coordinators will channel

correspondence, requests for cooperative activities, and all other matters related to the

implementation of this program to the appropriate personnel and scientific and technical

entities within their respective countries.

4. Rights to intellectual property (including inventions, data, copyright, etc.) for the parties

shall be determined on a specific activity basis at the time a specific accord is reached for

such activity and the accord should reflect the specific agreement as to intellectual

property. Generally rights will go to the funding party with a royalty-free license to the

non-funding party.

5. This agreement of mutual interest shall remain in force for five years from the date of

signing by both organizations. Either party may cancel this agreement upon giving the

other party 30 days prior notice of its intention to do so. It may be modified or amended

by the concurrence of both organizations.

FOR: FERMI RESEARCH

ALLIANCE, LLC

FOR:XYZ.....

BY____

BY____

TITLE_____

ITTLE_____

DATE

DATE_____